



State of New Hampshire
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Hampton Police Association

Complainant

v.

Town of Hampton

Respondent

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Case No. P-0719-19

Decision No. 2005-091

PRE-HEARING MEMORANDUM AND ORDER

BACKGROUND

The Hampton Police Association (hereinafter “the Union”) filed an improper practice charge against the Town of Hampton (hereinafter “the Town”) on June 1, 2005 alleging that the Town violated RSA 273-A:5 I (a), (b), (c), (e), (g) and (h) as a result of a letter posted by Chief of Police William Wrenn to “All Hampton Police Officers” on May 19, 2005.¹ More specifically, the Union alleges that following the 2005 Annual Town Meeting in March 2005, the Town, through Chief Wrenn, notified the Union and its members that there would be no private details assigned for the duration of the 2005 fiscal year. Following said notification, the Union states that the parties met for impact bargaining on May 4, 2005. According to the Union, no agreement was reached during the meeting and that its President, Steven Henderson, subsequently reported to the Union membership on the issues raised during the meeting, including an explanation as to why the Association had not agreed to certain proposals made by the Town.

The Union claims that thereafter, on or about May 19, 2005, Chief Wrenn posted a letter to “All Hampton Police Officers” on the police department’s official bulletin board wherein he wrote that the purpose of the posting was “...to correct the misinformation that you were given by Ptl. (sic) Henderson regarding the private detail proposal that would have addressed the private detail problem...” The Union alleges that Chief Wrenn’s posting not only contradicted President Henderson’s statements but also included incorrect, misleading and false statements concerning the proposals and discussions exchanged between the parties during the May 4th meeting. The Union contends, inter alia, that by said posting the Town has not negotiated in

¹ During the course of the pre-hearing conference, Union counsel indicated that the allegation relative to the Town’s abolishment of private duty details (See Improper Practice Charge, Attachment, ¶ 26) was not being pursued in the instant forum. Accordingly, this portion of the Union’s charge shall be considered withdrawn.

good faith with the recognized and certified bargaining representative, and that it has otherwise attempted to address and coerce the Union's membership by direct communication. It requests that the PELRB find violations of RSA 273-A:5 I (a), (b), (c), (e), (g) and (h) against the Town as a result of the May 19, 2005 posting.

The Town filed its answer to the Union's improper practice charge on June 10, 2005, wherein it denied any violation of the law. The Town acknowledges that the parties did meet on May 4, 2005 to negotiate the availability of private detail work to the Town's police officers. By way of further answer, it states that Officer Henderson sent out an e-mail, on or about May 18, 2005, and that Chief Wrenn was included as a recipient. The Town admits that Chief Wrenn thereafter issued a memorandum dated May 19, 2005 to "All Hampton Police Officers," and that the memorandum was posted. As to its contents, the Town states that memorandum speaks for itself. The Town specifically denies each statutory violation alleged by the Union in its complaint. It therefore requests that the PELRB (1) dismiss the complaint, (2) deny the relief sought by the Union, (3) award the Town reasonable attorney's fees, and (4) grant such other and further relief to the Town as it deems just and appropriate.

A pre-hearing conference was conducted via telephone by the undersigned hearing officer on July 13, 2005.

PARTICIPATING REPRESENTATIVES

For the Union: J. Joseph McKittrick, Esquire

For the Town: Elizabeth A. Bailey, Esquire

ISSUES FOR REVIEW BY THE BOARD

- (1) Did the Town commit an unfair labor practice in violation of RSA 273-A:5 I (a), (b), (c), (e), (g) and/or (h) as a result of Chief Wrenn's May 19, 2005 posting to "All Hampton Police Officers"?
- (2) If so, what shall be the remedy?

WITNESSES

For the Union:

1. Steven Henderson, Union President
2. One other corroborative witness to May 4, 2005 meeting.

For the Town:

1. Chief William Wrenn

Both parties reserve the right to amend their List of Witnesses in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later with reasonable notice to the other party. It is understood that each

party may rely on the representations of the other party that witnesses appearing on their respective list will be available at the hearing.

EXHIBITS

Joint Exhibits:

1. May 18, 2005 E-mail from S. Henderson to Chief W. Wrenn
2. May 19, 2005 Memo from Chief W. Wrenn to Hampton Police Officers

For the Union:

None other than those referenced above as joint.

For the Town:

None other than those referenced above as joint.

Both parties reserve the right to amend their List of Exhibits in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later with reasonable notice to the other party. Copies of all exhibits are to be submitted to the presiding officer in accordance with Pub 203.02. It is understood that each party may rely on the representations of the other party that the exhibits listed above will be available at the hearing.

LENGTH OF HEARING

The time set aside for this hearing will be one-half (1/2) day.

DECISION

1. The parties' counsel shall meet, or otherwise confer, on or before **July 15, 2005** in order to compose a mutual statement of agreed facts. The parties' representatives shall memorialize those facts upon which they can so stipulate and file that document with the PELRB prior to the date of the hearing.
2. The party representatives shall forward any amendments to, or deletions from, their Witness and Exhibit lists, as detailed above, to the opposing representative, and to the PELRB, at least five (5) days prior to the scheduled hearing date. The party representatives shall meet, or otherwise arrange, to pre-mark any and all exhibits, for identification, prior to the time of hearing and have sufficient copies available for distribution at the hearing as required by Pub 203.02.
3. Unless otherwise ordered as a result of the filing of any subsequent motion or for other good cause shown, an evidentiary hearing between the parties will be held on:

July 19, 2005 @ 9:30 AM

at the offices of the Public Employee Labor Relations Board, Concord, New Hampshire.

So ordered.

Signed this 14th day of July, 2005.



Peter C. Phillips, Esq.
Hearing Officer

Distribution:

J. Joseph McKittrick, Esq.

Elizabeth A. Bailey, Esq.